

NOV 28 2007

Application No.: 10/732,808Docket No.: 324-162REMARKS

To obviate the objection to claims 10-18 and 20, claim 10 has been amended so that it is now directed to an apparatus, rather than a system. Claim 18 has been similarly amended, and claim 19 has been amended to assure infringement of the apparatus of claim 19 at the time the apparatus is sold, prior to being put into use. Claim 10 has been amended to obviate the rejection of claims 10-18 and 20 under 35 USC 112, second paragraph because the words "a delegation arrangement" have been changed to --a reading arrangement--. The amendment does not require consideration of new issues or a new search because consideration of the claims the examiner previously considered as method and system claims required consideration of the apparatus now set forth in claim 10 and the claims dependent thereon.

To obviate the objection to the abstract, the term "a posteriori" has been deleted from the new abstract submitted herewith.

Applicants traverse the rejection of claims 1-8, 10-17, 19 and 20 under 35 USC 103(a) 1 to 8 as being unpatentable over Brickell (US2003/0145223) in view of Sudia (US 5,825,880).

Claim 1 relates to an electronic signature delegation method wherein a delegate can execute an electronic signature on predetermined data in a delegate's terminal in the name of at least one titleholder (delegator) who has mandated the delegate. In contrast, with claim 1, Brickell fails to disclose delegating signing predetermined data by a given first member (delegate) mandated by a second member (delegator). Instead,

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Brickell discloses a data transmission between a delegate mandated by a delegator and a relying party 230 according to credential information of the delegate or the delegator.

Sudia discloses signature delegation (column 27, lines 51-66) between a primary user and a delegate. The primary user issues to the delegate a delegation certificate including the delegate's identity and a delegate's public signature verification key. The delegate signs a document with the delegate's personal signature key and transmits this document, that is attached to the delegation certificate, to a document recipient that checks the delegate signature and the delegation certificate. According to a preferred approach (column 28, lines 4-40), the delegate uses the primary user's smart card (not the delegate's smart card) to sign a document on behalf of the primary user. The primary user sends to delegate 401 a substitution certificate 409 including the identity of the primary user 411, the identity of delegate 413 and a delegate's public signature verification key 417 (Fig. 25). The delegate signs a request for signing the document, attaches to the request the substitution certificate and sends the signed document and the substitute certificate to the primary user's smart card, which checks the delegate's signature of the request according to the delegate's (requesting user's) public signature verification key. If the delegate's signature matches the public key in the substitution certificate, the primary user's smart card applies the primary user's signature to the document and forwards the signed document to a signing device 421.

Concerning the reading step in claim 1, the office action admits Brickell fails to teach reading first and second information from the delegate (terminal of the given first

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member). In an attempt to rectify this failure of Brickell, the office action relies on Sudia to disclose a delegation certificate (column 27, lines 51-62) issued by the primary user to the delegate and equivocates this feature to the first and second information set forth in claim 1. However, the Sudia delegation certificate does not include the second information of at least a delegator (e.g. the primary user's identity).

The substitution certificate of Sudia's preferred approach includes this information, i.e., the primary user's identity. But the steps of this preferred approach differ from the steps defined by claim 1 because the first member (delegate) does not prepare and sign a request to be transmitted to a delegator's (primary user's) smart card.

In claim 1, the first member (delegate) reads in a delegation means the first and second information. This information is not directly transmitted from the second member (delegator/primary user) to the first member (delegate) as suggested by Sudia. Sudia does not use a delegation means similar to the delegation credential service provider DCSP 250 in Brickell to issue first and second information, or a delegation certificate or a substitution certificate. Therefore, those skilled in the art would not have combined Brickell and Sudia to meet the requirements of claim 1

For the second step to produce the signature, Brickell, at paragraph [0033], indicates predetermined data is supplied to a service provided by the relaying party 230. In Sudia the signature of the document does not depend on first and second information concerning the first member (delegate) and the second member (delegator/primary

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user) included in the delegation certificate or substitution certificate. The signed document is only attached to the delegation certificate before being transmitted to a document recipient. In Sudia's preferred approach, the delegate signs a request and in does not directly sign the document which is, instead, signed in the primary user's (delegator's) smart card.

As far as the transmitting step is concerned, the office action admits Brickell fails to teach transmitting predetermined data from the delegate to any user terminal, but alleges that the document recipient in Sudia corresponds to any user terminal of claim 1. However Sudia fails to disclose a delegate transmitting the document, the first and second information and the signature. In Sudia, the delegation certificate, which does not include at least second information, is attached to the signed document to be transmitted to the document recipient. In Sudia's preferred approach, only the signed document is transmitted to a recipient (device) 421 (column 28, lines 36-41).

Therefore Sudia fails to disclose the transmitting step in claim 1.

Based on the foregoing, claim 1 is patentable over Brickell in view of Sudia and dependent claims 2-8 are allowable.

Because essentially the same limitations as set forth in claim 1 are included in claim 10, the rejection of claims 10-17, 19 and 20 based on Brickell and Sudia is incorrect. Claims 9 and 18, rejected as being unpatentable over Brickell, Sudia and further in view of Garay, US patent 6,839,436, are allowable with claims 1 and 10, upon which they depend. The Garay reference obviously does not cure the foregoing

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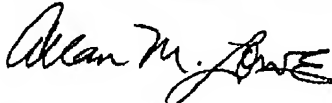
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deficiencies in the rejection based on Brickell and Sudia.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 07-1337 and please credit any excess fees to such deposit account.

Respectfully submitted,

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